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I. INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Click here to enter Park Unit Name (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

1) Responsibilities

A) Concessioner

- (1) *General Manager.* To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate a general manager who:
 - (a) Has the authority and the managerial experience to operate the Concession Facilities and required and authorized services within the Area;
 - (b) Employs a staff with the expertise and training to operate all services required and authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the general manager, the Concessioner will designate a person who has authority to act in his/her absence.

B) Grand Canyon National Park

The Superintendent of Grand Canyon National Park is responsible for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including Service concessions management staff, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concession Facilities and services;
- (2) Review and approval of rates charged for all commercial services and products; and
- (3) Review and approval of all changes to Concession Facilities.

2) General Operating Standards and Requirements

A) Schedule of Operation

- (1) *Obligation*

- (a) The Concessioner will provide the required services for Area visitors as follows.
 - Seasonal: bicycle rentals required approximately April 1st – October 31st; may operate during other seasons, weather permitting with Service approval.
 - Seasonal: guided bicycle tours required approximately April 1st – October 31st; may operate during other seasons, weather permitting with Service approval.
 - Seasonal: shuttle services for clients required approximately April 1st – October 31st; may operate during other seasons, weather permitting with Service approval.
 - Required year-round: food service
 - Required year-round: limited retail
 - Required year-round: wheelchair rentals
- (b) The Concessioner will have available a minimum of 100 bicycles on a daily basis.
- (c) The Concessioner will have available a minimum of five wheelchairs on a daily basis.
- (d) The Concessioner will schedule at least one guided interpretive bicycle tour per day, on a schedule to be approved by the Service.
- (e) The Concessioner will submit its initial schedule for guided bicycle tours and operation of the bicycle rental and food service facility to the Service for review and approval within 30 days of Contract execution. This proposed schedule must include any exceptions to the general requirement to provide one bicycle tour per day (such as a holiday or slow period).
- (f) The Concessioner will submit its initial schedule and proposed routes for its bicycle shuttle service to the Service for review and approval within 60 days of Contract execution.
- (g) The Concessioner will submit an initial menu with proposed prices to the Service for review and approval within 30 days of Contract execution.
- (h) The Concessioner will submit a proposal for equipment sales to the Service for review and approval within 30 days of Contract execution.
- (i) The Concessioner will submit any change to its schedule, menu or level of service for Service approval at least thirty days prior to proposed implementation. The Concessioner's schedule of operation will remain in effect unless the Superintendent approves a change in writing.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The Service judges reasonableness of rates based upon current concession management guidelines. Rate approval methods are subject to change. The Service may consider alternative rate setting methodology to reflect substantial changes in service quality and expenditures.
 - (a) Rates for bicycle rental, shuttle and tours are subject to approval based on comparability.
 - (b) Rates for food and beverage are subject to approval based on comparability.
 - (c) Rates for equipment sales are subject to convenience mark-up guidelines.
 - (d) Rates for retail may be covered under competitive market declaration.

(e) Rates for wheelchair rental are subject to approval based on comparability.

(f) Rates for bicycle repair (if offered) are subject to approval based on comparability.

- (2) *Request Submittal for Annual Rate Changes.* The Concessioner will submit all requests for rate changes to the Service in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates, and customer notification.

The Concessioner will provide complete and detailed descriptions of services in its rate proposal, including its proposed deposit policy for bicycles and wheelchairs. Rate requests require support by established criteria and comparability data. The Service Rate Approval Guidelines outline the information the Concessioner will include in the request.

The Concessioner will submit its annual request for rate changes for its services no later than December 1st annually. Under extenuating circumstances, the Service may approve rates at other times.

- (3) *Rate Approval*

(a) Approval Timing. The Service approves, disapproves, or adjusts rates, using its selected comparables, and informs the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service may attempt to accommodate this request. If a longer response period is needed, the Service will inform the Concessioner of the expected response date.

(b) Approved Rate Posting. The Concessioner will prominently post all rates for goods and services provided to the visiting public.

(c) Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

- (4) *Reduced Rates.*

The Concessioner will provide bicycle tour service at no charge for National Park Service staff evaluating Concessioner services. The Contract provides further information regarding reduced rates and discounts for federal government employees.

C) Evaluations

The Concessioner will provide the services and facilities required by this Contract in conformance with evaluation standards established by the National Park Service Concessioner Review Program, National Park Service Concessions Management Guidelines, and acceptable retail industry practices. The Concessioner will ensure public health and safety and provide satisfactory services for Area visitors.

The Service and the Concessioner will separately evaluate and monitor Concession Facilities and services with respect to:

- National Park Service policy
- Applicable standards
- Authorized rates
- Safety
- Public Health
- Compliance with the Concessioner's Environmental Management Program (EMP)
- Implementation of sustainable solutions where applicable and feasible
- Effects on cultural and natural resources

- Conformance to maintenance programs
- Correction of operating deficiencies
- Customer service
- Visitor satisfaction, concerns, and reactions
- Responsiveness to visitor comments.

The Concessioner will meet with the Service to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations. The Concessioner will correct deficiencies and prepare abatement plans within dates set by the Service.

(1) *Operation Evaluations.* The Service conducts both announced and unannounced evaluations of services to ensure conformance to applicable standards. The Service may contact location managers at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator.

(2) *Health and Safety Evaluations.*

(a) Concessioner Safety Inspections. The Concessioner will periodically conduct and document interior and exterior safety inspections of Concession Facilities, in accordance with its documented Concessioner Risk Management Plan. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.

(b) Service Safety Evaluations. The Service may periodically conduct a comprehensive safety and occupational health evaluation of Concession Facilities and services in addition to the review of the Concessioner Risk Management Program. Safety is also a component of regular Service evaluations.

(c) Public Health. A representative of the U.S. Public Health Service may conduct inspections. The Concessioner will maintain and follow its own formal, written food service sanitation self-inspection program, in accordance with Coconino County requirements. Upon request, the Concessioner will provide copies of public health inspections performed by Coconino County outside the Area. The Service may help the Concessioner develop and update the program upon request.

(3) *General Inspections.* The Service reserves the right, in accordance with the Contract, to enter the Concession Facilities at any reasonable time for any inspection or when otherwise deemed necessary.

(4) *Visitor Comments.*

(a) Comment Cards. The Concessioner will make Service-approved comment cards or electronic surveys available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner will provide an adequate inventory of comment cards within Concession Facilities at all times. At the request of the Service, the Concessioner will also make available any Service-designed comment forms at its facility.

(b) Complaints. The Concessioner will investigate and respond to all visitor complaints regarding its services within 14 days of receipt. The Concessioner will promptly provide to the Service any visitor comments that allege misconduct by concession or Service employees, pertain to the safety of visitors, or concession or Service employees, or concern the Area resources.

(c) Comment Card Summaries. On a quarterly basis (March 31, June 30, September 30, and December 31) the Concessioner will forward to the Superintendent, in a

Service-approved format, a summary of all comments and complaints received on comment cards or any other form of documentation, as well as any responses the Concessioner makes to them. The Concessioner will provide all copies of written comments to the Superintendent.

- (d) The Service forwards to the Concessioner any comments and complaints received regarding the Concession Facilities or services. The Concessioner will respond to any complaints within 14 days of receipt. The Concessioner will provide a copy of its responses to the Service. The Service provides a copy of any response it makes to the Concessioner.
- (5) *Environmental Audit.* The Service's Environmental Audit Program evaluates Concession Facilities and services with respect to environmental compliance, conformance with the Concessioner's Environmental Management Program, and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines. The Service may conduct periodic environmental audits and evaluations. The Concessioner will provide full access to management, facilities, documentation, and other resources necessary to conduct environmental audits and evaluations.

D) General Policies

- (1) *Concession Facilities Use.* Without the prior written approval of the Superintendent, the Concessioner may use Concession Facilities only for activities or services that directly and exclusively support the visitor services required and/or authorized by the Contract.
- (2) *Smoke-free Policy.* All Concession Facilities are smoke free.
- (3) *Reservations.* The Concessioner will provide a reservation system for advance bookings. Reservation personnel will be familiar with services available under the Contract.
 - (a) The Concessioner will provide a web page with its contact information, including phone number, rates and services displayed.
 - (b) Credit Cards. The Concessioner will honor, at a minimum, MasterCard and Visa. The Concessioner will accept debit cards.
 - (c) Deposits, Cancellations and Refunds. The Concessioner will submit its deposit requirement and cancellation and refund policy as part of the rate approval process. The Concessioner will include these policies in all proposed brochures and reservation confirmations.
 - The Concessioner may require a deposit to hold a reservation.
 - The Concessioner will process refunds within two weeks of cancellation.
 - (d) Tour Bookings. The Concessioner will submit for Service approval its policy on tour bookings within 60 days of Contract execution, and thereafter, 60 days prior to any change. The policy will include how the Concessioner balances tour bookings and bookings for the general public.
 - (e) Bookings for Packages with other Concessioners. The Concessioner may work with other Concessioners to provide tour and lodging packages. Such packages will honor the rates set for lodging facilities and other services at the South Rim.
- (4) *Lost and Found.* The Concessioner will work closely with the Area's Lost and Found Office when handling lost, found or unattended property in Concession Facilities. The Concessioner will submit its Lost and Found procedures for review and approval within 90 days of contract execution.
 - (a) Procedures for the handling of lost and found property will conform to Directors Order (DO) 44, Personal Property Management Information Notice 05-01, and 41

C.F.R. 101-48. Current versions of these documents are available in the Appendix to the Prospectus.

- (b) The Concessioner will work closely with the Area Lost and Found Office when handling lost, found or unattended property in Concession Facilities.
- (c) The Concessioner will assist any visitor who has lost property by providing phone numbers for the following Lost and Found Offices, as well as the phone number for its own lost and found office:
 - Grand Canyon National Park Lost and Found Office: 928/638-7798
 - South Rim Hospitality Concessioner: 928/638-2631
- (d) The Service considers items not claimed by the owner within 30 days as abandoned to the United States and may disposed of them in accordance with 41 C.F.R. 101-48. Current regulations do not permit the return of items to finders.

(5) *Vehicles.*

- (a) The Concessioner will identify its vehicles with its name and logo.
- (b) All vehicles used by the Concessioner, as well as vehicles belonging to the Concessioner's employees, will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations. The Concessioner will park and store vehicles and equipment in a safe and organized manner, in areas approved or designated by the Service.
- (c) *Vehicle Inspection Requirements.* The Concessioner will inspect each of its vehicles daily, when in regular use, as required by the Federal Motor Carrier Safety Regulations (49 C.F.R. 390). The Concessioner will retain records of each inspection. The Concessioner will correct any safety defects found before the vehicle resumes service. Such inspections include, but are not limited to: brakes, steering, tires, doors, interiors (loose seats, loose/broken stanchions, flooring), lights, safety equipment (fire extinguisher, flares or triangles, emergency exits), leaks from gasoline, coolant or other substances, visual inspections of emissions, wheelchair lifts and associated devices, dents, scrapes, and other body damage that may be considered a hazard to passengers. In addition, all vehicles are subject to random and unannounced inspections by the State of Arizona and the Service.

E) Human Resources Management

- (1) *Employee Identification and Appearance.* All employees will wear standardized clothing with a personal nametag, and be neat and clean in appearance. Employees will project a hospitable, friendly, helpful, positive attitude, and be capable and willing to answer visitor questions and provide visitor assistance.
- (2) *Firearms.* Concession employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.
- (3) *Employee Conduct.* The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take actions needed to correct any such situation.
- (4) *Employee Hiring Procedures.*

- (a) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure high-quality visitor services throughout the year, including peak and non-peak seasons. The Concessioner will meet all applicable requirements of the United States Department of Labor.
- (b) Work Schedule. The Concessioner will offer its employees a full workweek whenever possible. Prior to employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and any possibility that less-than-full-time employment may occur during slow periods.
- (c) Drug-free Awareness and Testing Program. The Concessioner will provide its employees with a statement of its policies regarding drug and alcohol abuse, and conduct educational program(s) for its employees to deter drug and alcohol abuse.
 - The Concessioner will establish an appropriate employee drug-testing program.
 - The Concessioner will require any employee who is in a safety-sensitive position such as a driver or guide, to participate as appropriate in pre-employment and random drug testing.
 - The Concessioner will provide the Concessions Management Office with a written summary of drug testing activity annually by December 1st.
 - Should the Concessioner become aware of illegal drug use by its employees, the Concessioner will promptly report it to the Service.
- (d) Background Checks. The Concessioner will establish hiring policies that include appropriate background reviews of applicants for employment. The Concessioner will make appropriate hiring decisions in consideration of the information obtained.
- (e) Driver Requirements. Drivers of vehicles, including passenger and delivery vehicles, will have a valid state operator's license for the size and class of vehicle they drive. They will also meet any additional requirements established by the Arizona Department of Public Safety for the vehicle driven or passengers carried.
- (f) Employment of Service Employees or Their Family Members
 - The Concessioner will not employ in any status a Grand Canyon National Park employee, his/her spouse, or his/her dependent child without the Superintendent's prior written approval. Potential employees who meet this description will submit a written request to the Service, as found in Attachment A-1, Request for Concessioner Employment of Service Employees or Relatives to this Operating Plan. The Concessioner will retain the approved request as part of the employee's personnel file.
 - The Concessioner will not employ in any status the following, their spouses or dependent children: the Superintendent, Deputy Superintendent, Concessions Management staff, Risk Management Officer, or Public Health Service Consultant.
- (g) Employee Housing
 - The Concessioner may provide housing for its employees.
 - The Concessioner will manage its housing rental account on a cost-recovery basis, and not as a profit center. The Concessioner will ensure that employees' rental charges do not exceed earnings as a result of any mandatory reduction in work.
 - The Concessioner will adequately furnish employee rooms to serve the number of occupants.

- The Concessioner will inform its employees of Service regulations and policies through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
- Employees may not perform vehicle maintenance activities within the Area.
- Quiet hours in the Concessioner's employee housing areas are between the hours of 10:00 p.m. and 6:00 a.m.
- The Concessioner will ensure employee compliance with health, fire, and safety code regulations, and Service policies and guidelines.
- The Concessioner will provide adequate cooking and food storage facilities in its employee housing. Food storage facilities will be vermin-proof. The Concessioner will implement preventive measures for vector-borne illnesses such as hanta virus, plague, and tick-borne relapsing fever
- Housing Policy. The Concessioner will submit its initial housing policy for approval to the Service within 90 days after the effective date of the Contract. After this, the Concessioner will review and update its housing policy as needed or requested by the Service.
 - ◆ The Concessioner's Housing Policy will adhere to the Grand Canyon National Park Housing Policy regarding exterior appearance, activities, and yards. The Grand Canyon National Park Housing Policy may serve as a model for the development of other portions of the Concessioner's Housing Policy as well.

(5) *Training.* The Concessioner will provide appropriate training as follows:

- (a) Manuals. The Concessioner will develop written training materials for its employees for specific job positions.
- (b) Safety. The Concessioner will train its employees annually according to the training requirements in its Concessioner Risk Management Plan, as well as relevant park regulations and policies. Appendix 10 to the Prospectus, the Superintendent's Compendium, provides many of these regulations.
- (c) Job Training. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. Training will include the following in addition to job-specific skills:
 - National Park Service Concessions Management. The Concessioner will orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
 - Customer Service. The Concessioner will provide customer service and hospitality training for employees who have direct visitor contact.
 - Resource and Informational Training. The Concessioner will provide training for all employees who provide interpretive and safety information.
 - Environmental Training. The Concessioner will provide environmental training to all employees according to its Environmental Management Program.
 - First Aid Training. The Concessioner will ensure that every tour guide and shuttle driver is certified in Community First Aid and CPR at a minimum.
- (d) Area Orientation. The Concessioner will provide mandatory orientation and training for its employees.

- The Concessioner will inform employees of Service regulations and requirements that affect their employment and activities within the Area.
 - The Concessioner will orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This will include orienting employees to hazards they may encounter on their time off.
 - The Concessioner will emphasize to its employees that feeding or approaching wildlife within the Area is prohibited.
 - The Concessioner's employee orientation training will be on-going, allowing employees to become experts on many aspects of the Area, beyond orientation or specific job operations. Examples of topics to address include: hiking information, including routes and safety; other facilities and services available in addition to the Concessioner; geology, flora, and fauna; Native American and European history of the area; and National Park history.
 - The Concessioner may request that Area staff present certain topics of interest.
- (e) Interpretive Methods. The Concessioner will coordinate with the Concessions Management Office and Area Interpretive staff to improve the methods of preparing and presenting effective interpretive information. The Service evaluates interpretive visitor services to ensure appropriateness, accuracy and their relationship to Area interpretive themes and regional resources.
- (f) Employee Handbook. The Concessioner will develop and provide all employees with an employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner will provide its draft employee handbook to the Service within 90 days after Contract execution, for review prior to distribution to employees. The Concessioner will forward an updated copy to the Service upon revision.

F) Risk Management Plan

The Concessioner will develop and maintain an Area-specific Concessioner Risk Management Plan. The Concessioner will make an initial submittal and request for approval of this plan to the Service within 120 days after Contract execution and will submit any revisions by November 30 for the following years thereafter. The program will include, at a minimum, the following components:

- (1) *Administration*
- (2) *Inspections*
- (3) *Deficiency Classification and Hazards Abatement Schedules*
- (4) *Accident Reporting, Investigation, and Root Cause Analysis*
- (5) *Public Safety Awareness*
- (6) *Training*
- (7) *Emergency Procedures*

3) Protection and Security

A) Concessioner Security Procedures

- (1) *Authority.* Concessioners have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms.

- (2) *Reporting of Criminal Violations.* The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations by calling 911.

B) National Park Service

- (1) *Authority.* The Service has concurrent jurisdiction within the Area, including law enforcement, search and rescue, emergency medical services, and structural fire response.
- (2) The Service provides law enforcement within the Area.

C) Fire Protection

Fire prevention, protection, and suppression are primary considerations at all facilities.

- (1) *Concessioner*

- (a) The Concessioner is responsible for fire prevention and protection within Concession Facilities. The Concessioner will operate and maintain fire detection and appropriate suppression equipment in accordance with applicable National Fire Protection Association standards and Service policies and guidelines, including but not limited to DO 58.
- (b) The Concessioner will ensure that Concession Facilities meet Applicable Laws and fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with appropriate National Fire Protection Association standards.
- (c) The Concessioner will post a fire or emergency exit plan in the Concession Facilities.

- (2) *National Park Service*

The Service provides emergency fire response services within the Area.

D) Emergency Medical Care

- (1) *Emergency Medical Care.* The Service provides emergency medical response within the Area.
- (2) *Training.* The Concessioner will train all concession employees to use proper emergency reporting procedures and to provide essential information, e.g., a call back number at their location. The Area Communications Center dispatches rangers and emergency personnel as appropriate.
- (3) *Reporting Medical Emergencies.* The Concessioner will call 911 for all medical emergencies.

4) Public Relations**A) Required Notices**

The Concessioner will prominently post the following notice at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the United States Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The National Park Service approves services and prices. Please address comments to:

Superintendent
Grand Canyon National Park
P.O. Box 129

Grand Canyon, AZ 86023

B) Public Statements

The Concessioner will forward all media inquiries concerning operations within the Area to the Area's Public Affairs Office, 928-638-7779.

C) Advertisements and Promotional Material*(1) Promotional Material*

- (a) Approval. The Concessioner will submit all promotional material text and layout changes to the Superintendent for review and approval at least 30 days prior to projected date needed for printing or publication. This includes brochures, websites, broadcast media, etc. The Superintendent will make every effort to respond to requests for minor changes to brochure and other texts within 15 days after receiving the request from the Concessioner.
- (b) Promotional material distributed within the Area will promote only services and facilities within the Area, unless the Superintendent approves exceptions.

(2) Statements

- (a) Authorization. Advertisements will include a statement that the Department of the Interior and the National Park Service authorize the Concessioner to serve the public in the Area.
- (b) Equal Opportunity. Advertisements for employment will state that the company is an equal opportunity employer.

5) Volunteers in the Park (VIP) Program

Concessioner employees may participate in the Service's Volunteers in Parks (VIP) program. More information on the VIP program is available at <http://www.Service.gov/volunteer/>

6) Specific Operating Standards and Requirements

The Concessioner will provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current National Park Service concession management guidelines are Service minimums. The Service expects the Concessioner to exceed these standards. The Concessioner will monitor and evaluate its operations to ensure it meets quality standards.

A) Service Desk.

The Concessioner will staff its service desk with employees who are familiar with Grand Canyon National Park and who can provide information regarding the Area to the public.

B) Bicycle Rental Service.

- (1) *Bicycle Equipment*. The Concessioner will provide a minimum of 100 bicycles for rental to the public. Rental rates must include per hour, half-day and full-day rates. Long-term rentals to clients who are spending an extended period at the Park may also be made.

- (a) The Concessioner must provide bicycles and safety equipment appropriate for paved travel and in sufficient numbers and styles to accommodate a variety of visitor ages, abilities and skill levels.
 - (b) The Concessioner must retrieve all abandoned equipment from any location within the Park.
 - (c) Equipment must include at least one tandem bicycle and one "tri"-cycle, in order to better accommodate disabled visitors.
- (2) *Bicycle Maintenance.* The Concessioner must maintain all rental bicycles in accordance with manufacturers' recommendations and industry standards. The Concessioner must perform necessary preventive maintenance on each bicycle between rentals. The Concessioner must ensure that each bicycle is adjusted for the individual rider prior to rental.
- (3) *Helmets and Safety Equipment.* The Concessioner must provide helmets that, at a minimum, meet the standards required by the law of the State of Arizona and the Arizona Consumer Product Safety Commission, to all riders. The Concessioner must also provide all other equipment necessary to safely operate the rented bicycles, as outlined in its risk management program. Such equipment may include vests, bells, pants clips, etc.
- (4) *Orientation.*
- (a) The Concessioner must provide each customer with an orientation to his or her bicycle and the Park. The orientation must include the safe operation of the bicycle, park and concessioner emergency contact information, information on the park roads and trails approved for bicycles, possible hazards that riders may encounter and information on resource protection.
 - (b) The Concessioner must provide a map showing authorized routes to each customer to aid in the orientation and safe navigation of the park.

C) Bicycle Tours.

The Concessioner will schedule at least one guided interpretive bicycle tour per day, on approved Park routes. All groups will maintain a ratio of not less than one guide for every six clients. Maximum group size is 14, including guides.

(1) *Guide/Trip Leader Standards/Qualifications.*

- (a) All guides must possess, at a minimum, current Community First Aid and CPR. More advanced first aid or medical certification, is also accepted and encouraged. The Concessioner must maintain copies of these certifications on file, and provide them for Service review upon request.
 - (b) Guides must be at least 18 years of age and physically fit.
 - (c) Guides must be able to provide accurate information regarding the Grand Canyon, its environment and other services available.
- (2) *Ranger-guided tours.* The Concessioner will assist the Service by providing information to the public about any ranger-guided bicycle tours, and helping to coordinate them. The Concessioner may charge for bicycle rental for these, but not the tour rate.

D) Shuttle Service.

The Concessioner will provide a shuttle service for bicycle riders and their bicycles to and from pre-approved locations. At the start of the Contract, destinations include Hermits Rest. The

Concessioner will submit its proposed shuttle stops to the Service for review and approval prior to implementation. The Concessioner will note the location of shuttle stops on the maps it provides to its clients.

E) Wheelchair Rentals.

As a complement to the Park's accessibility program, the Concessioner will provide wheelchairs for rental to the public.

(1) *Wheelchair Equipment.*

(a) The Concessioner must provide a minimum of five (5) wheelchairs appropriate for travel on accessible trails, capable of holding a passenger of up to 300 pounds.

(b) The Concessioner is responsible for the retrieval of all abandoned equipment.

(2) *Wheelchair Maintenance.* The Concessioner must maintain all wheelchairs in accordance with manufacturers' recommendations and industry standards. The Concessioner must perform necessary preventive maintenance on each wheelchair between rentals. The Concessioner must ensure that each wheelchair is adjusted for the individual user prior to rental.

(3) Prior to purchasing wheelchairs, the Concessioner will provide its selection of equipment to the Service for review and approval.

(4) The NPS may provide the Concessioner with some wheelchairs as assigned government personal property at the inception of the Contract. The Concessioner may continue to use these as long as they are serviceable; however, the Service will not replace these.

F) Food and Beverage Service

(1) The Concessioner must provide food and beverages within Concession Facilities.

(a) Items will include hiker-friendly grab-and-go foods, electrolyte mix, hot beverages, and non-alcoholic beverages. The Concessioner must submit its proposal for this service for review and approval prior to implementation.

(b) All food items must be prepared and packaged in a commercial facility off-site.

(c) The Concessioner will emphasize sustainable, regional and locally produced food items.

(d) The sale of bottled water is prohibited.

(e) The Concessioner will offer a discount to customers who provide their own clean coffee or beverage containers.

(2) All equipment and services must meet standards found in the current United States Public Health Service, Food and Drug Administration Food Code.

(a) Food service employees, as well as managers, must carry appropriate levels of certification.

(b) A manager or supervisor with appropriate training levels must be on site at all times.

G) Merchandising

(1) *Bicycle equipment.* The Concessioner will sell incidental bicycle repair items as a convenience to visitors, such as inner tubes, chains, patch kits, lubricant, etc.

(2) *Convenience items.* The Concessioner may sell limited convenience items related to bicycling such as sunscreen, lip balm, and reusable water bottles.

- (3) *Souvenir items*. The Concessioner may design a logo and sell souvenir t-shirts, reusable coffee mugs and hats with its logo.
- (4) The Concessioner will submit a list of all items to be sold to the Service for review and approval prior to implementation.

H) Wireless Internet Access

As a courtesy to customers, and as is typical in similar operations in the private sector, the Concessioner will provide free wireless internet access to its customers.

I) Bicycle Repair

- (1) If the Concessioner chooses to provide this service, it will submit a plan to the Service for review and approval.
- (2) If provided, this service will be subject to the same franchise fee as required services. Rates will be subject to approval based on comparability.

J) Archeological Sites.

The Concessioner must abide by the Grand Canyon National Park Cultural Site Information Standard Operating Procedures (8213-0001). Under this SOP, Concessioners may disclose the location and direct clients to Class I archeological sites. The Concessioner may direct visitors to Class II archeological sites as long as they do not promote them to their clients and only direct them when specifically requested to do so by a client.

K) Interpretive Program

The Concessioner will submit an interpretive plan to the Service for approval within 90 days of Contract execution. This plan will outline

- The type of services (personal or non-personal)
- Training to be provided to employees
- The thematic content of the services, and
- Reference materials.

The plan will provide opportunities to communicate with visitors not fluent in English or who have special needs.

The Division of Interpretation may advise the Concessioner in the development of interpretive programs that encompass all of these efforts. The Concessioner will submit all programs, publications, handouts, and passenger information to the Service for review and approval 30 days prior to use.

The Concessioner will work with the Service to ensure the accuracy, thematic content, and relevance of the interpretive services.

7) Reporting Requirements

A) Concessioner Operational Reports

- (1) The Concessioner will submit the following reports in addition to those mandated by the Contract. The Concessioner will allow the Service to review supporting documentation for all operational reports upon request.
- (2) The Concessioner will provide data in an electronic format compatible with that used by the Service.

B) General

- (1) Management Listing. Within 30 days after Contract execution, the Concessioner will provide the Service a list of its key management and supervisory personnel, with office and emergency phone numbers for each. The Concessioner will submit updates of this list as it changes.
- (2) Incident Reports. The Concessioner will immediately report to the Area Communications Center (928/638-7805 or 911) the following:
 - (a) Employee or visitor fatality
 - (b) Employee or visitor injuries requiring more than a band-aid
 - (c) Personal and real property damage estimated to be over \$500
 - (d) Fires
 - (e) Incidents that adversely affect Area resources
 - (f) Known or suspected violations of the law
 - (g) Any motor vehicle accident resulting in property damage, personal injury or death.The Concessioner will include a summary of all incidents occurring during the month in its monthly operational performance report.
- (3) Human Illness Reporting. The Concessioner will promptly report any suspected outbreak of human illness among its employees and visitors to the Public Health Service Consultant through the Concessions Management Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions, or an unexpected increase in communicable human illnesses. When in doubt, the Concessioner will report the illness.
 - (a) The Concessioner will promptly report information on any of the following human illnesses to the Public Health Service Consultant.
 - Food-related complaints
 - Gastro-intestinal illnesses
 - Illnesses carried by animals or insects, such as Hantavirus, West Nile virus, Rocky Mountain Spotted Fever, and Relapsing Fever
 - Communicable diseases as listed in Arizona Administrative Code Title 9 Chapter 6.
 - (b) The Concessioner will make the initial report by telephone, and then complete and fax or deliver Attachment A-3, Reporting Human Illness Form attached to this Operating Plan.
 - (c) The Public Health Service Consultant evaluates this information, along with other information received, to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions.
- (4) Survey Response Data. The Concessioner will provide all customer satisfaction data collected by third parties for the Concessioner to the Superintendent in summary form

within 30 days of receipt. Upon request, the Concessioner will provide the Superintendent supplemental information that supports the summary provided.

- (5) Environmental Report. The Concessioner will submit environmental reports as specified in Section 6 of the Contract. The Concessioner will submit an annual environmental report that discloses any violations of Applicable Laws and addresses the status of goals, policies, and procedures included in the Environmental Management Program (EMP). The report will quantify the following:

- (a) Water used
- (b) Waste disposed (by type, hazardous and non-hazardous)
- (c) Materials recycled (type and amount)
- (d) Energy used (type and amount)
- (e) Gas or other fuel substances such as propane used (type and amount).

C) Operational Performance Reports

The Concessioner will maintain a management information system documenting its visitor use patterns. The Concessioner will provide a monthly operational performance report to the Service by the 15th day of each following month, and an annual summary report prior to January 15th of the following year. The Concessioner will present the data in a concise spreadsheet format. The report will include operational statistics and financial information for each activity as follows.

Rental type	Hourly	Half-day	Full-day	Long-term
Adult				
Children				
Special Needs				
Tours				
Wheelchairs				
Food Service				
Number of Checks				
Average Check				
Retail				
Number of Checks				
Average Check				

D) Franchise Fees

- (1) *Payments Due*. The franchise fee is due on a monthly basis. Each monthly payment shall include the fee for the preceding month.
- (2) *Fee Payments*. The Concessioner will make payments due to the Service through electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD) system. The Concessioner will submit a Monthly Financial Report electronically, in the form prescribed by the Area budget office, no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday). The Area budget office gathers all information submitted and

debits the payer's designated bank account on the 20th day of each month or the first business day thereafter.

- (3) *Annual Adjustment of Fee Payments.* The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments will be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government and the remainder will be paid to the Concessioner.
- (4) *Annual Financial Reports.* The Concessioner must submit its Annual Financial Report (AFR) electronically by May 1st each year. More information regarding this is available at http://concessions.nps.gov/tools_afr.htm

E) Summary of Initial and Cyclical Reporting Due Dates

Title	Schedule	Due Date
Operating Schedule	Initial	60 days after Contract execution
Interior and exterior fire inspections of facilities	Initial	Within 30 days of initial occupancy
Tour booking policies	Initial	Within 60 days of Contract execution
Draft employee handbook	Initial	Within 90 days after Contract execution
Interpretive plan	Initial	90 days of Contract execution
Management Listing	Initial	Within 30 days after Contract execution
Balance Sheet	Initial	90 days after Contract execution or effective date, whichever is later
Employee Handbook	Initial	90 days after Contract execution
Risk Management Plan	Initial Annually	120 days after Contract execution November 30 th
Regular rate requests	Annually	October 15
Inventory of Hazardous Materials and Waste Stream	Annually	To be determined
Certificate of Insurance	Annually	To be determined
Annual Financial Report	Annually	120 days after end of Concessioner's fiscal year
Summary of Drug Testing	Annually	December 31 st
Annual Budget	Annually	To be determined
Operational performance report	Monthly Annually	15 th day of following month January 15 th
Comment card summaries	Quarterly	March 31, June 30, Sept 30, Dec 31
Franchise Fee Payments	Monthly	15 th of month for previous month

Attachment A-1**Request for Concessioner Employment of Service Employee or Relative**

Name of Potential Concession Employee: _____

Name of Concessioner: _____

Position Title Applied for: _____

NPS Employee Name and Title: _____

Relationship of Potential Concession employee to NPS employee:

Other comments:

For Superintendent's Use Only:

I concur with this request for employment _____

OR I do not concur with this request for employment _____

Signed: _____ Date:

Superintendent

Definitions:

Service Employee: Full-time, part-time or seasonal employees on active duty, also, any permanent employee on furlough. Former seasonal employees are not considered Service employees for the purposes of this approval process.

Service Relative: Spouse or minor children (under age 21) of a Service employee for purposes of this approval process.

References:

From GRCA034-12 Operating Plan:

The Concessioner will not employ in any status a Grand Canyon National Park employee, his/her spouse, or his/her dependent child without the Superintendent's prior written approval. Potential employees who meet this description will submit a written request to the Service, as found in Attachment A-1, Request for Concessioner Employment of Service Employees or Relatives to this Operating Plan. The Concessioner will retain the approved request as part of the employee's personnel file.

The Concessioner will not employ in any status the following, their spouses or dependent children: the Superintendent, Deputy Superintendent, Concessions Management staff, Risk Management Officer or Public Health Service Consultant.

Service Management Policies, Chapter 10.2.8.2, Employment of Service Personnel or Family Members by Concessioners:

Federal law prohibits government employees from making recommendations, decisions, or approvals relating to applications, contracts, controversies, or other matters in which the employee or the employee's spouse or minor child has a financial interest. Park employees may not make decisions, approvals, or recommendations related to concession activities when their spouse or dependent child is employed by a park concessioner in that particular park. For example, the spouse or dependent child of the superintendent, assistant superintendent, concession staff, environmental manager, or public health specialist may not be employed by a concessioner in the specific park in which the Service employee works.

Attachment A-2

Primary Park-wide Interpretive Themes

Park themes are the key ideas through which the nationally significant resource values are conveyed to the public. They serve as a tool in identifying primary park wide interpretive themes and desirable visitor experiences. Grand Canyon National Park's themes are:

- The immense and colorful Grand Canyon is valued worldwide as one of Earth's most powerful and inspiring scenic landscapes, offering people enriching opportunities to explore and experience its wild beauty in both vast and intimate spaces.
- Water is the lifeblood of Grand Canyon — a force of erosion, a sustainer of scarce riparian habitat in a desert environment, a spiritual element for native peoples, a provider of recreation, and a central factor in the exploration, development, and politics of the American West.
- The Colorado River and other erosion forces sculpted the southern edge of the Colorado Plateau to form the Grand Canyon, revealing a beautiful sequence of rock layers that serve as windows into time.
- Extreme changes in elevation, exposure, and climate in the Grand Canyon support a remarkable range of biotic communities in unusual proximity; a relatively undisturbed ecosystem that allows natural processes to continue, providing sanctuary for present and future life.
- Grand Canyon remains a homeland and a sacred place to a number of American Indian cultures, a point of emergence to some, offering us an opportunity to consider the powerful and spiritual ties between people and place.
- Grand Canyon has sustained people materially and spiritually for thousands of years — wider recognition of its value led to its designation as a national park and world heritage site; however, continuing threats to its preservation generate dialogue about our need and responsibility to conserve our local and global environment.

Attachment A-3**REPORTING HUMAN ILLNESSES**

The following information must be telephoned to both:

- Area Sanitarian: 928-638-7355
- Area Safety Office: 928-638-7998

Name: _____

Address: _____

Phone Number: _____ circle one: current (traveling) permanent

Person's opinion as to what caused the illness:

What are the symptoms? (nausea, vomiting, diarrhea, fever, etc.)

Is the person still ill? If not, when did they recover?

Do you know others who are ill?

Names:

Numbers:

What time did the illness come on?

What time did you visit what places inside the Area?

Outside the Area?

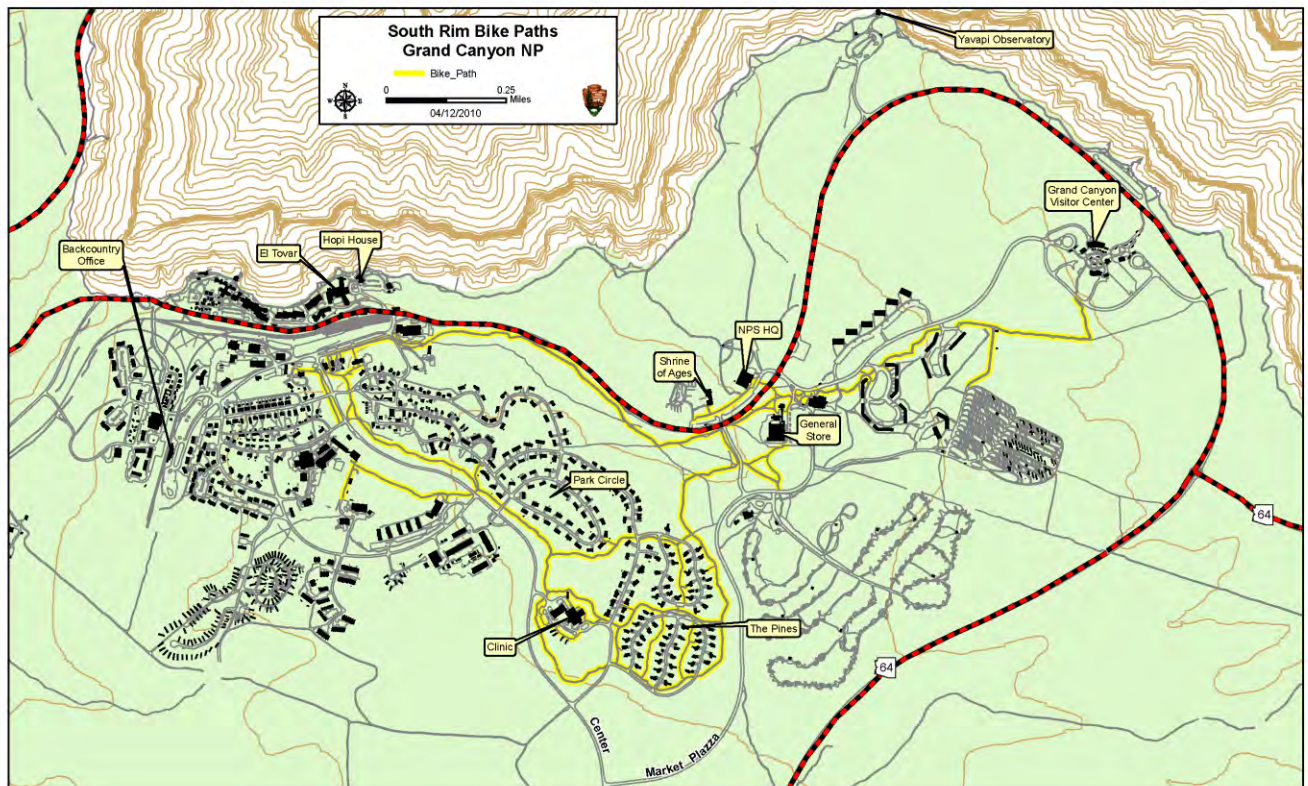
In cases of gastrointestinal symptoms, obtain times and places that foods, beverages, or water were consumed and a description of specifically what was consumed.

Person taking report: _____

This form is to be completed and submitted for any food-related complaints, gastro-intestinal illnesses or possible vector borne illnesses (those carried by animals or insects, such as hanta virus, Rocky Mountain spotted fever, Relapsing Fever, etc.). When in doubt, please report the illness.

Attachment A-4

The following maps show approved routes for bicycles in the South Rim developed area. The Service may revise these approved routes from time to time, and will provide diagrams such as these electronically for the Concessioner's use in developing its own materials for clients.



Grand Canyon Village Bicycle Info

Shuttle Bus Info

- All buses have racks for up to three bicycles.
- No tickets are required, get on or off at any stop.
- Bus stops are clearly marked by signs.
- Buses are white with a green stripe, display the route name on the front, and have a colored square near each door.
- Pets are not permitted on buses.
- Bus service may be suspended during inclement weather.

Safety Tips

- Obey all traffic regulations.
- Always ride single file with the flow of the traffic.
- See and be seen; wear bright colors and a helmet.
- Never hang onto a shuttle bus while riding.



Bicycles are permitted on all paved and unpaved park roads and the Greenway Trails.
Bicycles are prohibited on all other trails, including the Rim Trail.

Hermit Road Bicycle Info

Safety Tips

- Obey all traffic regulations.
- Always ride single file with the flow of the traffic.
- See and be seen; wear bright colors and a helmet.
- Never hang onto a shuttle bus while riding.

Bicycles are permitted on the paved Hermit Road.
Bicycles share the road with cars and buses.

Bicycles are permitted on the Hermit Greenway Trail,
but not on the Rim Trail.



Additional detailed maps of Grand Canyon National Park are available for viewing at <http://www.nps.gov/grca/planyourvisit/maps.htm>